BILL NO. S-81-11-17

SPECIAL ORDINANCE NO. S-252-81

AN ORDINANCE approving 5727 West Washington Center Road Sanitary Sewer - Kruse Addition Agreement between the City of Fort Wayne, Indiana and Rev. Raymond E. Weber and Lois W. Weber

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1: That a certain Agreement for Sewer Extension dated October 28, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Rev. Raymond E. Weber and Lois W. Weber, Developer, to construct a sanitary sewer described as follows:

Beginning at an existing manhole located at 310± L. F. south of and 235± L. F. west of the centerline intersection of Washington Center Road and Kruse Drive; thence west a distance of 100± L. F. terminating at a proposed cleanout located 310± L. F. south of and 335± L. F. west of the intersection of Washington Center Road and Kruse Drive,

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein, and made a part hereof, and is hereby in all things ratified, confirmed, and approved.

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval by the Mayor of the City of Fort Wayne, Indiana.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY THIS 4th DAY OF November, 1981.

BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by _____, and duly adopted, read the second time by title and referred to the Committee Ord & Utils (and the City Plan Commission for recommendation) ~~and Public Hearing to be held after~~ due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 11-10 81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6	1		2	
BURNS	✓				
EISBART				✓	
GiaQUINTA	✓				
NUCKOLS		✓			
SCHMIDT, D.				✓	
SCHMIDT, V.	✓				
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 11-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-252-81 on the 24th day of November, 1981.

ATTEST: (SEAL)

Charles W. Westerman — John Nuckols
CHARLES W. WESTERMAN - CITY CLERK — PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of November, 1981, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 30th day of Nov. 1981, at the hour of 11 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-11-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving 5727 West Washington Center Road Sanitary Sewer - Kruse Addition Agreement between the City of Fort Wayne, Indiana and Rev. Raymond E. Weber and Lois W. Weber

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

DATE 11-24-81

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

(13)

Law

Memorandum

To BOARD OF PUBLIC WORKS Date OCTOBER 23, 1981

From C. DUANE EMBURY, P. E., CHIEF WPC ENGINEER

Subject 5727 WEST WASHINGTON CENTER ROAD SANITARY SEWER - KRUSE ADDITION

COPIES TO:

BOLLER

FILE

CHRONO

Attached for your review and execution is the necessary Sewer Agreement for the above project. Kindly note the area lies outside of the City limits. And, it is this Department's recommendation that approval be secured from the Common Council. Please arrange for its introduction into Council for approval and ratification.

11/10/81

If there are any questions, please feel free to contact Mr. Wickensheimer at 7061.

Sincerely,

C Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

cde/ep

Attachment

BOARD OF ... OCT 26 1981

71-104-13 A.1.
10/28/81

AGREEMENT

FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 1st day of October, 1981, by and between REV. RAYMOND E. WEBER and LOIS W. WEBER, husband and wife, hereinafter referred to as "DEVELOPER" and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the DEVELOPER has requested to construct a sanitary sewer described as follows:

SANITARY SEWER

Beginning at an existing manhole located at 310± L. F. south of and 235± L. F. west of the centerline intersection of Washington Center Road and Kruse Drive; thence west at a distance of 100± L. F. terminating at a proposed cleanout located 310± L. F. south of and 335± L. F. west of the intersection of Washington Center Road and Kruse Drive.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY, and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY, and known as 5727 West Washington Center Road Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of said sewer is represented to be $1,100.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the CITY under private contract to let within sixty (60) days after required CITY approval. All work and materials shall be subject to inspection by and the right of the CITY to halt construction if there shall be noncompliance therein. Said sewer shall not be deemed permanently connected into the Sewer system of the CITY until all inspections are paid in full by the DEVELOPER and the final acceptance is issued by the CITY. Upon completion, said Sewer shall become the property of the CITY and CITY shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by

the CITY, and all further maintenance shall be borne by the CITY.

2. CONSTRUCTION COST

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, including CITY engineering and inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the "DEVELOPER."

The East 100 feet of the North 315 feet of the Northwest Quarter of the Northeast Quarter of Section 19, Township 31 North, Range 12 East.

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA

An area connection chage of $610.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local (cost of construction) charge as set forth above, and represents the oversizing cost expended by CITY for sewer lines in Resolution No. 65-314-7, Recorded under 78-12126.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Annotated I. C. 19-2-7-16, 17 and 18.

In further consideration and to induce CITY to execute and ratify this contract, said DEVELOPER, for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the CITY of Fort Wayne any further time by duly authorized ordinance the said real estate described in Article 3 herein.

DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) day of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I. C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Rev. Raymond E. Weber

REV. RAYMOND E. WEBER

Lois E. Weber

LOIS E. WEBER

CITY OF FORT WAYNE, INDIANA

BY: _____

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

BY: _____

THOMAS W. LATCHEM, CHAIRMAN

BY: _____

ROBERTA ANDERSON STATEN, MEMBER

BY: Betty R. Collins

BETTY R. COLLINS, MEMBER

ATTEST:

Sandra E. Kennedy

SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rev. Raymond E. Weber and Lois E. Weber, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 21st day of October, 1981.

Charles I. Wickensheimer
NOTARY PUBLIC CHARLES I WICKENSHEIMER
Resident of Allen County, Indiana

My Commission expires:
October 20, 1982

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, Indiana, and Thomas W. Latchem, Chairman, Board of Public Works, and Roberta Anderson Staten, and Betty R. Collins, Members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 28th day of October, 1981.

Anne J. Fox
NOTARY PUBLIC
Resident of Allen County, Indiana

My Commission expires:
3-6-84

This instrument prepared by C. Duane Embury, P. E., Chief Water Pollution Control Engineer.

3444

4-81-11-17

TITLE OF ORDINANCE 5727 W. WASHINGTON CENTER RD. SANITARY SEWER - KRUSE ADDITION AGREEMENT

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE 5727 W. WASHINGTON CENTER RD. SANITARY SEWER CONSTRUCTION. THE KRUSE ADDITION AGREEMENT - SEWER IS TO BEGIN AT AN EXISTING MANHOLE LOCATED AT 310+ LF SOUTH OF AND 235 ± LF WEST OF THE CENTERLINE INTERSECTION OF WASHINGTON CENTER ROAD AND KRUSE DRIVE; THENCE WEST AT A DISTANCE OF 100 ± LF TERMINATING AT A PROPOSED CLEANOUT LOCATED 310 + LF SOUTH OF AND 335 ± LF WEST OF THE INTERSECTION OF WASHINGTON CENTER ROAD AND KRUSE DRIVE.

EFFECT OF PASSAGE THE CONSTRUCTION OF AN EIGHT INCH IN DIAMETER SANITARY SEWER.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED SEWER WILL NOT BE CONSTRUCTED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $1,100.00 TO BE PAID ENTIRELY BY DEVELOPER.

ASSIGNED TO COMMITTEE

sa